

DRAFT - DISCUSSION PURPOSES ONLY

18. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party hereto except as permitted by its express terms or upon the written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement. The parties agree and acknowledge that this Agreement is a contract finishing agreement and not a lease of the Facilities. Therefore, the parties do not intend to record a copy of this Agreement as would be required for a lease as provided in Section 558.44 of the Iowa Code (1995).

19. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

20. Waiver. The failure of any party hereto to insist in any one of more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.

21. Excused Performance. Notwithstanding any other provision herein, the performance of either party to this Agreement shall be excused during any period of time when performance becomes commercially impossible due to reasons which are entirely beyond the control of such party, such as fire, explosion, accident, final governmental law or regulation or intervention and acts of God. Changes in the hog market which impact the economic effect of this Agreement are specifically excluded from this provision, as is any failure by Grower to exercise good judgment with regard to manure disposal, etc. Upon the expiration of the time that performance is commercially impossible, the responsibilities and obligations of the parties shall resume again with full force and effect.

22. Captions. The captions herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

23. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Iowa, without reference to its conflict of law rules.

24. Arbitration. In the event of any dispute between ISF and the Grower under this Agreement, the parties agree to submit such dispute to binding arbitration under Chapter 679A of the Iowa Code (1995). In such event, the arbitration shall be conducted expeditiously in accordance with the Center for Public Resources Rules for Nonadministered Arbitration of Business Disputes. The Center for Public Resources shall appoint a neutral advisor from its National CPR panel. Judgment upon the award rendered by the arbitrators may be entered in the Iowa District Court with jurisdiction over the Facilities. The place of arbitration shall be Des Moines, Iowa. Any arbitration proceedings shall be administered by the neutral advisor in accordance with the CPR rules as he/she deems appropriate, however, the following procedures shall in all events be followed: (1) mandatory exchange of all relevant documents within 45 days after initiation of arbitration; (2) no other discovery; (3) hearing before the neutral advisor which shall consist of a summary presentation by each side of not more than four hours; and (4) the final decision to be rendered within ten days following the conclusion of the hearings.

25. Change in Laws. Notwithstanding any other provision herein, in the event that any law is enacted or any rule is promulgated or any opinion is issued by the office of the Attorney General of the State of Iowa which would have the effect of prohibiting the parties from carrying out the terms of this Agreement, this Agreement shall be voidable by either party.

ISF INITIALS: _____

GROWER INITIALS: _____

REVDATE 053095